

Panaji, 29th January, 2004 (Magha 9, 1925)

SERIES II No. 44

OFFICIAL GAZETTE



GOVERNMENT OF GOA

Note:- There is One Supplement and One Extraordinary issue to the Official Gazette, Series II, No. 43 dated 22-1-2004 as follows:-

- 1) Supplement dated 22-1-2004 from pages 1287 to 1296 regarding Notification from Department of Labour.
- 2) Extraordinary dated 22-1-2004 from pages 1297 to 1298 regarding Notification from Department of Finance (Revenue and Control Division) and Order from Department of Home.

GOVERNMENT OF GOA

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 3-1-81/EST/RCS(Part)/469

Read: Application dated 17-12-2003 received from Shri C. D. Phaldessai, Special Auditor/Co-operative Officer.

The Government is pleased to transfer Shri C. D. Phaldessai, Special Auditor/Co-operative Officer presently working in the Office of the Asstt. Registrar of Co-op. Societies, Central Zone, Panaji to the Office of Asstt. Registrar of Co-op. Societies, South Zone, Margao against the vacant post of Special Auditor/Co-operative Officer caused due to the promotion of Shri P. L. Naik, Special Auditor to the post of Assistant Registrar, Head Quarter, Panaji-Goa.

Shri C. D. Phaldessai, Special Auditor/Co-operative Officer will not be entitled for T.A./D.A., joining time etc. as the transfer is made at his own request.

This order shall come into force with immediate effect.

P. K. Patidar, Registrar of Co-operative Societies & Ex-officio Joint Secretary.

Panaji, 30th December, 2003.

Order

No. 118/1/97-MR/MKT/RCS

Read: Government Order No. 118/1/97-MR/MKT/RCS/444 dated 17-6-2002.

Whereas the price of coconuts in the State of Goa had fallen down to the extent of Rs. 1100/- per 1000 coconuts during the period from December, 2000 to July, 2001, thereby putting the coconut growers in heavy financial losses;

And whereas, in order to extend support to the coconut growers, the National Agricultural Co-operative Marketing Federation of India Limited (NAFED) was requested by the Government to intervene into the market and purchase the copra from the farmers paying them the minimum support price in accordance with the Government of India's policy;

And whereas, NAFED had, through M/s. Adarsh Sahakari Kharedi Vikri Prakriya Saunstha Ltd., Balli Goa, the Nodal Agency, purchased the copra from the coconut growers at the rate of Rs. 32.50 per KG as support price as against the prevailing market rate of Rs. 22/- per Kg and has purchased copra in the State of Goa worth Rs. 3,37,75,355/- (Rupees three crores thirty seven lakh seventy five thousand three hundred fifty five only).

And whereas the NAFED vide letter No. GOA/MK/COPRA (PSS)/2001-2002/887-92 dated 17-09-2001, had requested the Government for waiver of 1% market fee imposed on purchase of copra under Price Support Scheme by the Goa State Agricultural Marketing Board, which works out to Rs. 3,37,753/- (Rupees three lakh thirty seven thousand seven hundred fifty three only).

And whereas, after considering the services of gesture extended by the NAFED in giving support price of copra to the coconut growers of the State, the Government has decided to exempt the Goa State Agricultural Marketing Board from levying and collecting 1% market fee on the purchase of copra by the NAFED during the period from December, 2000 to July, 2001.

Now, therefore, in exercise of the powers conferred by Section 59 of the Maharashtra Agricultural Produce Marketing (Regulation) Act, 1963 (Maharashtra Act

No. XX of 1964), as in force in the State of Goa (hereinafter called the "said Act"), the Government of Goa hereby exempts the Goa State Agricultural Marketing Board from levying and collecting 1% market fees under the provision of section 31 of the said Act, amounting to Rs. 3,37,753/- (Rupees three lakh thirty seven thousand seven hundred fifty three only) on the purchase of copra worth Rs. 3,37,75,355/- (Rupees three crore thirty seven lakh seventy five thousand three hundred fifty five only) made by NAFED.

This Notification is issued in supersession of the Notification No. 118/1/97-MR/MKT/RCS/444 dated 17-06-2002 published in the Official Gazette (Extraordinary No. 4), Series II No. 11 dated 18-06-2002.

By order and in the name of the Governor of Goa.

P. K. Patidar, Registrar of Co-operative Societies & Ex-officio Joint Secretary.

Panaji, 16th January, 2004.

Department of Finance

Directorate of Accounts

Order

No. DA/Admn/45-7/2003-04/TR-3108/128

The services of Shri Jesus M. Rodrigues, Asstt. Accounts Officer under Common Accounts Cadre are placed at the disposal of the Goa State Horticultural Corporation Ltd., Panaji, as Manager Accounts/ Administration on deputation on foreign service basis with immediate effect.

The deployment of Shri Rodrigues shall be on deputation basis for a period of one year in the first instance and it shall be regulated as per the standard terms of deputation contained in the Office Memorandum No. 13/4/74-PER dated 12-2-1999 as amended from time to time.

The Goa State Horticultural Corporation, Panaji shall be liable to pay to the Government leave salary and pension contribution of the above officer at the prescribed rates.

Shri Rodrigues, A.A.O. shall send C.T.C./Joining Report to this Directorate on reporting to his new assignment.

By order and in the name of the Governor of Goa.

Norbert Moraes, Director of Accounts & Ex-officio Joint Secretary.

Panaji, 15th January, 2004.

Department of Law & Judiciary

Notification by the High Court of Judicature Appellate Side, Bombay

No. A 1205/G/2003

Read: Government Notification Law & Judiciary Department, Government of Maharashtra No. CRC-1003/(108)/IX- dated 16th September, 2003 regarding appointment of Judicial Officers as ad hoc Additional District Judges in the State of Maharashtra for implementing the Special Scheme for elimination of arrears (sponsored by the Central Government).

Government of Goa Notification No. LS/10/201/ /Part-II dated 29th December, 2003.

The Hon'ble the Chief Justice & Judges are pleased to make postings of the Judicial Officers from the Maharashtra in consultation with the Government of Goa appointed under Government Notification mentioned above with immediate effect as ad hoc Additional District Judges and Assistant Sessions Judges in Goa temporarily on deputation under the Special Scheme for elimination of arrears till the select list of candidates for appointment as ad hoc Additional District Judges for Goa is prepared or until further orders whichever is earlier.

Name and present posting	New posting
1. Shri V. T. Suryawanshi, C. J. M. Bhandara, Maharashtra	1st ad hoc Additional District Judge & Assistant Sessions Judge, Panaji, North Goa at 4th Floor, Velho Building, Panaji, North Goa.
2. Shri Hemant S. Mahajan, C.J.S.D. Chandrapur, Maharashtra	2nd ad hoc Additional District Judge & Assistant Sessions Judge, Panaji, at 2nd Floor Junta House, Panaji, North Goa.
3. Shri Ajay N. Chavan, C.J.S.D., Chandrapur, Maharashtra	2nd ad hoc Additional District Judge & Assistant Sessions Judge, Margao at District Court Complex Margao, South Goa.
4. Shri Suhas V. Mane, C.J.M., Pune, Maharashtra	Ad hoc Additional District Judge & Assistant Sessions Judge, Mapusa, Panaji, Goa.

High Court, Bombay,

V. R. Kingaonkar
I/c. Registrar General.

Dated 1st January, 2004.

Probationary Period

Completion of by the Civil Judge (J. D.) and Judicial Magistrate, F. C. Certificate regarding High Court of Judicature Appellate Side, Bombay.

Resolution No. A 3921/G/2003
dated 20th December, 2003

The Honourable the Chief Justice and Judges are pleased to direct that Shri Cholu M. Gauns, Civil Judge, J. D. and J.M.F.C. Ponda, District, Panaji be treated as having completed his probation satisfactorily on 16-7-2003. He is continued on an officiating basis as Civil Judge, (J. D.) and Judicial Magistrate, First Class, with effect from 17-07-2003.

V. R. Kingaonkar
Registrar (Inspection)

20th December, 2003.
5th January, 2004.

Department of Labour

Order

No. 21/20/2000-LAB

Read:- Order No. CL/1/103/2000-Adm/31 dated 2-1-2001.

On recommendation of Goa Public Service Commission as conveyed vide their letter No. COM/II/11/28(3)/92 dated 15-12-2003 the Government is pleased to continue the ad hoc appointment of Shri D. S. Pednekar as Labour Welfare Officer Group 'B' Gazetted in the Office of the Commissioner, Labour and Employment, Panaji for a further period from 1-1-2002 to 29-2-2004 as an exceptional case and subject to the finalisation of Recruitment Rules immediately.

By order and in the name of the Governor of Goa.

V. R. Ghaisas, Under Secretary (Labour).

Panaji, 14th January, 2004.

Notification

No. 28/1/2003-LAB

The following Award passed by the Industrial Tribunal of Goa, at Panaji-Goa on 8-8-2003 in reference No. IT/77/92, is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

V. R. Ghaisas, Under Secretary (Labour).

Panaji, 3rd September, 2003.

**IN THE INDUSTRIAL TRIBUNAL
GOVERNMENT OF GOA
AT PANAJI**

(Before Shri Ajit J. Agni, Hon'ble Presiding Officer)

Ref. No. IT/77/92

Shri Robert R. Falcao,
D.R. Falcao, Villa Concelacao,
Near Laxmi Pump Vadem,
Vasco-da-Gama, Goa.

... Workman/Party I

V/s

M/s. Salgaonkar Mining Industries Ltd.,
St. Palegia Bldg.,
P.O.Box No. 171,
Vasco-da-Gama, Goa.

... Employer/Party II

Workmen/Party I - represented by Adv. Shri E.O. Mendes.

Employer/Party II - represented by Adv. Shri M. S. Bandodkar.

Panaji, dated: 8-8-2003.

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act 14 of 1947) the Government of Goa by order dated 8-12-1992 bearing No. 28/51/92-LAB referred the following dispute for adjudication by this Tribunal.

Whether the action of the management of M/s. Salgaonkar Mining Industries Ltd., Vasco, in terminating the services of Shri Robert D. R. Falcao, with effect from 11-2-1992, is legal and justified?

It not, to what relief the workman is entitled?

2. On receipt of the reference a case was registered under No. IT/77/92 and registered A/D notice was issued to the parties. In pursuance to the said notice, the parties put in their appearance. The Workman/Party-I (for short "workman") filed his statement of claim at Exb. 3. The facts of the case in brief as pleaded by the workman are that initially he was appointed by Ms. V. M. Salgaonkar & Bro. Pvt. Ltd., Vasco da Gama, as a cashier in the year 1982 and he was asked to work in the Hotel Division in the Hotel La Paz. That there was a strike and lock out in the Hotel Division which was subsequently settled between the management and the workman and in terms of the said settlement the services of the workman were transferred to the Employer/Party-II (for short, "employer") with continuity of service and workman was employed as a Jr. Clerk and was posted at Cortalim Shipyard in the year 1987. That suddenly on 5-2-92 the workman received a notice from Cortalim Shipyard and Engineers Pvt. Ltd., along with a cheque for Rs. 12,040/- and it was stated in the notice that the services of the workman were terminated. That the said notice was ignored by the workman as it was not from the employer and the workman had no connection with the said company. That the wages of the workman were paid till November, 1991 by the employer and though he worked up to 10-2-92 his wages after November, 92 were

not paid. That the workman was refused entry in the Cortalim Shipyard from 11-2-92 on the ground that his services are terminated. The workman contended that his services are terminated without following the procedure laid down under the law and therefore termination of his service is illegal and unjustified. The workman claimed that he is entitled to reinstatement in service with full back wages and all consequential benefits.

3. The employer filed written statement at Exb. 5. The employer stated that the workman was employed with V. M. Salgaonkar & Bro. Pvt. Ltd., vide letter dated 27-12-82 to work as a cashier on the terms and conditions mentioned in the appointment letter issued in December, 1982. That on 16-7-85 the workman was issued a written warning for misconduct and on 15-3-86 was issued another charge sheet for misbehaviour and negligence. The employer stated that the workman was transferred to work as Jr. Clerk with the employer vide appointment letter dated 26-2-87 and he was asked to work at Cortalim Shipyard. The employer stated that thereafter the services of the workman were transferred to Cortalim Shipyard and Engineers Pvt. Ltd., w.e.f. 1-4-92 vide letter dated 13-6-90 and the said transfer was accepted by all the workers who were working at Cortalim Shipyard and also by the workman. That on 11-11-91 Cortalim Shipyard and Engineers Pvt. Ltd., issued a circular offering voluntary retirement scheme to all the workers and subsequently a settlement was reached between the workers and the management whereby all the workers accepted the said scheme and the Cortalim Shipyard Unit was closed. Employer stated that the workman for reasons unknown to the management did not accept the said scheme. The employer stated that the workman is a habitual trouble monger who is not interested in working and he is out to create trouble. The employer stated that after termination of service of the workman he started working with M/s. Grewal Engineers Services at Vasco as Manager on salary of Rs. 5,000/- p.m., and he worked there till 26-2-2000. The employer prayed that the workman be directed to collect his dues and amounts as have been paid to all the other workers by Cortalim Shipyard and Engineers Pvt. Ltd., under the voluntary retirement scheme. The workman thereafter filed rejoinder at Exb. 6.

4. On the pleadings of the parties, following issues were framed.

1. Whether the Party I/Workman proves that termination of his service by the management of Party II w.e.f. 11-2-1992 is illegal and unjustified ?
2. Whether the Party II proves that the Party I was the employee of Cortalim Shipyard & Engineers Pvt. Ltd., and not of Party II ?
3. Whether the Party II proves that all the workers of Cortalim Shipyard & Engineers Pvt. Ltd., accepted the voluntary retirement scheme and consequently the Cortalim Shipyard Unit was closed.

3A. Whether the Party II proves that after termination of service, the Party I was employed with M/s. Grewal Engineers Services, at Vasco da Gama, till 26-1-2000 ?

4. Whether the Party I/Workman is entitled to any relief ?

5. What award or Order ?

5. My findings on the issues are as follows:

Issue No. 1: In the affirmative.

Issue No. 2: In the negative.

Issue No. 3: Does not arise.

Issue No. 4: As per para 17 below.

Issue No. 5: As per order below.

REASONS

Both the parties have filed written arguments and I have considered the said arguments.

6. Issue No. 2: This issue is taken up first because it is the contention of the workman that he was in the employment of the employer at the time when his services were terminated whereas it is the contention of the employer that the workman was employed with Cortalim Shipyard & Engineers Pvt. Ltd., and not with them. Since the employer had taken a specific defence that the workman was employed with another company namely Cortalim Shipyard & Engineers Pvt. Ltd., the burden was cast on the employer to prove the same.

7. The workman has led evidence by examining himself whereas the employer has examined three witnesses namely Shri Chirukula Venkata Ravi Kameshwara Subbarao who was working as Dy. Manager (Pers. & Admn.) for Salgaonkar Group of Companies; Shri Ghanashyam Halkar, The General Manager (Pers.) of V. M. Salgaonkar and Bros.; and Shri Reginaldo Soares, the Asst. Labour Commissioner, Panaji. It is not in dispute that initially the workman was employed with V. M. Salgaonkar Bros. Pvt. Ltd. The workman has stated in his deposition that he was working as a cashier with the said company since 1982. This fact is not disputed by the employer. The letter of appointment dated 27-12-1982 Exb. W-1 also proves that the workman was employed with V. M. Salgaonkar & Bro. Pvt. Ltd., as a cashier from 30-8-1982. The workman has stated in his deposition that subsequently his services were transferred to the employer and he was issued a letter of appointment dated 26-2-1987. He has produced the said letter at Exb. W-2. He has stated that he was posted at Cortalim Shipyard of V. M. Salgaonkar Bros. Pvt. Ltd., as a Jr. Clerk in the store by the employer, and he worked there till 10-2-1992. He has stated that he was paid wages till November, 1991 and he has produced the wage slip for the said month at Exb. W-3. In his cross examination the employer admitted the letter of appointment dated 26-2-87 issued to the workman and that he was posted at Cortalim Shipyard. The workman denied the suggestion that in June, 1990 Cortalim Shipyard & Engineers Pvt. Ltd., became new company.

He however admitted that he was working in Stores at Cortalim Shipyard and that the said store was belonging to Cortalim shipyard, VMS Brothers Pvt. Ltd., He stated that he was not aware if all the employees of Salgaonkar Mining Industry, that is the employer, who were working at Cortalim Shipyard had agreed to be transferred to Cortalim Shipyard and Engineers Pvt. Ltd.

8. The above evidence establishes that the workman though initially was working with V.M. Salgaonkar & Bros. Pvt. Ltd., his services were transferred to the employer company with effect from 6th March, 1987 and his services were placed at Cortalim Shipyard. This is evident from the letter of appointment dated 26-2-87 Exb. W-2 which is admitted by the employer. Now if according to the employer subsequently the services of the workman were transferred to another company by name Cortalim Shipyard and Engineers Pvt. Ltd., the burden was on the employer to prove the same. The workman has not admitted the suggestion put him by the employer that all the workers of the employer working at Cortalim Shipyard had agreed to be transferred to Cortalim Shipyard and Engineers Pvt. Ltd. The employer's witness Shri Ghanashyam Halkar, however, stated in his deposition that all the employees of the employer working at Cortalim Shipyard including the workman had refused to accept the letter Exb. E-3. This letter Exb. E-3 is the letter dated 13-6-90 written by the employer to the workman informing him that his services were transferred to Cortalim Shipyard and Engineers Pvt. Ltd., with effect from 1-4-90. The said letter was produced by employer's witness Shri Subbarao. He has stated that similar letters were issued to all the workers working at Cortalim Shipyard. The employer's other witness Shri Halkar has admitted that the workers had refused to accept the said letter which according to the employer informed them that their service were transferred to Cortalim Shipyard and Engineers Pvt. Ltd., from 1-4-90. Thus the workers of the employer who were working at Cortalim Shipyard had not accepted their employment with Cortalim Shipyard and Engineers Pvt. Ltd. The employer's witness Shri Subbarao stated in his cross examination that the workman did not accept the letter dated 13th June, 1990 Exb. E-3. The above evidence is contrary to the pleadings made by the employer in the written statement. At para. 2(e) of the written statement the employer pleaded that the services of the workman were transferred to Cortalim Shipyard and Engineers Pvt. Ltd., with effect from 1-4-1990 vide letter dated 13-6-90 alongwith all the other workers working at Cortalim Shipyard unit and the same was accepted by all the workers and the workman. These pleadings are proved to be wrong from the evidence which has been discussed above. The workman in his cross examination stated that he had never received the letter dated 13th June, 1990. If according to the employer the workman had refused to accept said the letter, as stated by the employer's witness Shri Halkar and Shri Subbarao, the suggestion to that effect ought to have been put to the workman. The employer ought to have suggested to the

workman that the letter dated 13th June, 1990 was offered to him but he refused to accept the same. No such suggestion was put to the workman. Further, if workman and the other employees had refused to accept the letter dated 13th June, 1990 regarding transferring their services to Cortalim Shipyard and Engineers Pvt. Ltd., the said letter could have been served on them in some other manner such as sending the same by post. The employer's witness Shri Halkar has admitted in his cross examination that no efforts were made to serve the employees with the letter dated 13th June, 1990 (Exb. E-3) by any other manner on their refusal to accept the said letter. If the employees including the workman had refused to accept the letter dated 13th June, 1990, there would have been some communication from the employer or from the Cortalim Shipyard Engineers Pvt. Ltd., to that effect to the workman and to the other employees. There is no such communication. Thus there is no evidence from the employer that the letter dated 13-6-90 Exb. E-3 was offered to the workman and the similar letters to the other employees and that they had refused to accept the same. In fact the employer took the stand in the written statement as mentioned earlier that they had accepted the said letter. Therefore the evidence of the employer on the issue of offering of letter dated 13-6-90 to the workman and to the other employees and the refusal of the same by them is liable to be disbelieved. Another important point to be noted is that letter dated 13-6-90 Exb. E-3 is written by Cortalim Shipyard and Engineers Pvt. Ltd., and not by the employer. According to the employer's case only, prior to the letter dated 13-6-90 the workman was in their employment. If this is so, the order transferring the services of the workman to Cortalim Shipyard and Engineers Pvt. Ltd., should have come from the employer and not from the above said company. The right to transfer the workman to any of the establishments of the organisation or to any other sister concern vested in the employer as per the appointment letter dated 26-2-1987 Exb. W-2 and not with any other company. The Cortalim Shipyard and Engineers Pvt. Ltd., had no authority to transfer the services of the workman from the services of the employer company to itself. Therefore even otherwise, the letter dated 13-6-90 Exb. E-3 is illegal. Besides, the workman in his deposition has stated that he has worked with the employer till 10-2-1992 and he was paid his wages till the last week of November, 1991. He has produced the wage slip for the month of November, 1991 at Exb. W-3. The above statement of the workman has not been challenged by the employer in his cross examination. The wage slip Exb. W-3 shows that it was issued by the employer. If according to the employer the services of the workman were transferred to Cortalim Shipyard and Engineers Pvt. Ltd., by letter dated 13-6-1990, how his wages were paid by the employer from June, 1990 to November, 1991? Infact the wages ought to have been paid by Cortalim Shipyard and Engineers Pvt. Ltd., as according to the employer they had nothing to do with the workman. The employer's witness Shri Subbarao has stated in his cross examination that Cortalim Shipyard and Engineers Pvt.

Ltd., was never concerned with the payment of wages and other dues of the workman. This statement of the witness itself shows that the said company had no relation whatsoever with the workman. In view of what is discussed above, I hold that the employer has failed to prove that the workman was the employee of Cortalim Shipyard and Engineers Pvt. Ltd., and that he was not their employee. The evidence which is discussed above proves that the workman was the employee of the employer company. I, therefore answer the issue No. 2 in the negative.

9. Issue No. 1: The contention of the workman is that though he received a letter dated 3-2-92 from Cortalim Shipyard and Engineers Pvt. Ltd., informing him that his services are retrenched, with effect from 5-2-92, he continued to attend to his duties till 10-2-1992 and that from 11-2-92 he was not allowed to resume his duties by the employer. The contention of the workman is that termination of his service by the employer is in violation of the law laid down and it is illegal and unjustified. The employer has not disputed that the services of the workman were terminated. However, the employer took the defence that the services of the workman were not terminated by them but they were terminated by another company by name Cortalim Shipyard and Engineers Pvt. Ltd.

10. While deciding the issue No. 2 it has been held by me that the employer has failed to prove that the workman was the employee of Cortalim Shipyard and Engineers Pvt. Ltd. It has been held by me that the workman was the employee of the employer. It is not in dispute that the services of the workman were terminated. Since it has been held by me that the workman was not the employee of Cortalim Shipyard and Engineers Pvt. Ltd., there is no substance in the contention of the employer that the services of the workman were terminated by the said company. Cortalim Shipyard and Engineers Pvt. Ltd., had no authority to terminate or retrench the services of the workman. It could be done only by the employer. The workman has stated in his deposition that he continued to attend to his duties till 10-2-92 even after receipt of the letter dated 3-2-92 Exb. W-4 colly. He has stated that he did not apply for voluntary retirement under the voluntary retirement scheme floated by Cortalim Shipyard and Engineers Pvt. Ltd., because he was not belonging to the said company. The contention of the workman that he continued to work till 10-2-1992 and did not accept that his services were terminated/retrenched by the Cortalim Shipyard and Engineers Pvt. Ltd., is liable to be accepted because he has produced at Exb. W-4 colly the cheque dated 3-2-1992 issued to him by the said company towards the payment of retrenchment compensation which cheque was enclosed alongwith the letter dated 3-2-92 sent to the workman. The workman did not encash the said cheque, because it was issued by Cortalim Shipyard and Engineers Pvt. Ltd., to whom the workman did not belong. The employer also in the written statement has admitted that the terms and benefits offered to the workman under

voluntary retirement scheme floated by Cortalim Shipyard and Engineers Pvt. Ltd., were not accepted by the workman. All the above evidence goes to show that the workman did not accept that Cortalim Shipyard and Engineers had any right to terminate his services.

11. The workman has stated in his deposition that even after receipt of the letter dated 3-2-92 from Cortalim Shipyard and Engineers Pvt. Ltd., informing him that his services were retrenched with effect from 5-2-92, he continued to work because he did not belong to the said company. He has stated that he worked at Cortalim Shipyard till 10-2-92 and thereafter he was not allowed to work. The only defence which the employer took was that the workman was the employee of Cortalim Shipyard and Engineers Pvt. Ltd., and that it is that company who terminated his services. As mentioned earlier, I have held that the employer has failed to prove that the workman was the employee of Cortalim Shipyard and Engineers Pvt. Ltd., and that it is proved that the workman was the employee of the employer. Also, as mentioned earlier, there is no dispute that the services of the workman were terminated. In the circumstances, it has to be held that the services of the workman were terminated by employer and not by Cortalim Shipyard and Engineers Pvt. Ltd. The workman has stated that he worked till 10-2-92 and he was not allowed to work from 11-2-1992. His contention is that the termination is illegal because it is in violation of the provisions of the provisions of law. The services of the workman were not terminated for misconduct. No charge sheet was issued to him, nor he was issued any notice of termination by the employer. In my view termination of service of the workman amounts to retrenchment.

Sec. 2(oo) of the Industrial Disputes Act, 1947 defines retrenchment as follows:

- (oo) "Retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include;
 - (a) voluntary retirement of the workman; or
 - (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
 - (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
 - (c) termination of the service of a workman on the ground of continued ill-health.

In the present case admittedly the services of the workman were not terminated as a matter of punishment

by way of disciplinary action nor the case of the workman falls within the exceptions laid down in Sec. 2(oo) of the Act. The Supreme Court in the case of Gammon India Ltd., v/s Shri Niranjana Dass reported in 1994 1 SCC 509 has held that where the termination of service does not fall within any of the excluded categories, the termination would be ipso facto retrenchment. I therefore hold that termination of service of the workman amounts to retrenchment. Sec. 25F of the Industrial Disputes Act, 1947 lays down conditions for effecting retrenchment. As per said section a person who is in continuous service for not less than one year cannot be retrenched unless he has been given one month's notice or paid one month's wages in lieu of notice and he has been paid compensation at the rate of 15 days average wage per each completed year of continuous service or any part thereof in excess of six months. Sec. 25B(2) of the Industrial Disputes Act, 1947 defines continuous service. It states that a person shall be deemed to be in continuous service under an employer for a period of one year. In the workman during the period of 12 calendar months preceding the date with reference to which calculation is to be made has actually worked under the employer for not less than 190 days in the case of a workman employed below ground in a mine and 240 days in any other case. It is therefore to be seen whether the workman in the present case had worked for 240 days. The workman has produced the letter of appointment dated 27th December, 1982 at Exb. W-1. As per this letter the workman was employed from 30th August, 1982. Subsequently his services were transferred to Salgaonkar Mining Industries Pvt. Ltd., that is the employer, with effect from 6th March, 1987 as per the letter of appointment dated 26-2-1987 Exb. W-2. In terms of clause 3 of the said appointment letter, the continuity in service of the workman from 30-8-82 was maintained, for the purpose of retirement, retrenchment, etc. There is no evidence on record to show that the workman was given break in service at any time. Therefore, the workman was in continuous service with the employer from the year 1982 till the date when his services were terminated on 11-2-1992, that is, almost for a period of about 10 years. Therefore the workman is well covered under the provisions of Sec. 25B of the Industrial Disputes Act, 1947, and consequently the provisions of Sec. 25F of the Industrial Disputes Act, 1947 applied to him. The Supreme Court in the case of M/s. Avon Services Production Agency Pvt. Ltd., v/s Industrial Tribunal, Hariyana, reported in AIR 1970 Sc. 170 has held that giving notice and payment of compensation is a condition precedent for valid retrenchment and failure to comply with the provisions prescribing conditions precedent for valid retrenchment renders the order of termination invalid and inoperative. Same principles are laid down by the Supreme Court in the case of Gammon India Ltd. (Supra). In this case the Supreme Court has held that in the absence of compliance with the requisites of Sec. 25F, the retrenchment bringing about the termination would be void ab-initio. In the present case admittedly no notice was given to the workman nor

he was paid notice pay nor he was paid retrenchment compensation by the employer. The retrenchment compensation which was offered was by Cortalim Shipyard and Engineers Pvt. Ltd., of which the workman was not the employee. Therefore there is no compliance of Sec. 25F of the Industrial Disputes Act, 1947 from the employer and therefore termination of service of the workman becomes illegal and unjustified. I therefore hold that the workman has succeeded in proving that termination of his services by the employer w.e.f. 11-2-92 is illegal and unjustified and hence answer the issue No. 1 in the affirmative.

12. Issue No. 3: While deciding issue No. 2 it has been held by me that the workman was not the employee of Cortalim Shipyard and Engineers Pvt. Ltd., but he was the employee of the employer. This being the case, the question whether all the workers of Cortalim Shipyard and Engineers Pvt. Ltd., accepted voluntary retirement scheme and consequently the Cortalim shipyard Unit was closed has no relevance in the present case and hence the question of deciding the same does not arise. I, therefore hold so and answer the issue No. 3 accordingly.

13. Issue No. 3A and 4: Once it is held that the termination of service of the workman is illegal and unjustified the next question is what relief should be granted to him. The Bombay High Court in the case of Sayyed Anwar v/s Divisional Controller, MSRTC, Aurangabad and others, reported in 2000 (2) Bom. L.C. 388 has held that it is well settled that if an order of dismissal or termination or retrenchment is set aside as illegal, improper, the normal relief of reinstatement with full back wages must follow, unless the employer pleads and proves and brings on record cogent material to enable the labour court to depart from the aforesaid normal rule. Therefore the ordinary rule or the normal rule is that when the termination of service of a workman is held to be illegal and unjustified he is entitled to reinstatement in service with full back wages and continuity of service unless there are reasons which do not warrant reinstatement or full back wages. These reasons should be just and reasonable.

14. Contention has been raised by the employer that all the workers working at Cortalim Shipyard was closed from 1-3-1992. In my view the question whether the Cortalim Shipyard is closed has no relevance to the granting of the relief to the workman. This is because it has been held by me that the workman was not the employee of Cortalim Shipyard & Engineers Pvt. Ltd., but he was the employee of the employer company. Only the services of the workman were placed at Cortalim Shipyard by the employer. It is not in dispute that the employer company namely Salgaonkar Mining Industries Ltd., and Cortalim Shipyard & Engineers Pvt. Ltd., are the two distinct and separate companies. The employer themselves have suggested to the workman in his cross examination that in June, 1990 Cortalim Shipyard was separated from V.M.S. Bros. Pvt. Ltd., and Cortalim Shipyard & Engineers Pvt. Ltd., became a new company.

In the letter dated 13th June, 1990 Exb. E-3 produced by the employer, it is mentioned that with the re-organisation within the Salgaonkar Family members, Cortalim Shipyard Undertaking will be under the management of Cortalim Shipyard & Engineers Pvt. Ltd. It is further mentioned in the said letter that Cortalim Shipyard will be functioning as a separate legal entity of Cortalim Shipyard & Engineers Pvt. Ltd. The circular issued by Cortalim Shipyard & Engineers Pvt. Ltd. produced at Exb. E-4, introducing voluntary retirement scheme mentions that the said scheme is introduced for the workmen of Cortalim Shipyard Undertaking and it is stated in the said circular that the said scheme is introduced by the management to overcome surplus employment and also to increase efficiency and economy of the personnel. All this evidence proves that the Cortalim Shipyard exclusively belonged to Cortalim Shipyard & Engineers Pvt. Ltd. This being the case, assuming that the Cortalim Shipyard is closed from 1-3-1992 as contended by the employer, it has no bearing on the present case in granting relief to the workman of reinstatement as it has been held by me that the workman was employed with the employer company and not with the above said company.

15. In their evidence the employer have tried to contend that their establishment is also closed. However, there is no evidence from the employer to this effect. In the written statement also the employer did not state that their establishment is closed. It is for the first time that in cross examination of the workman, it was suggested to him that the activities of the employer were closed after floating the voluntary retirement scheme which suggestion was denied by the workman. The employer's witness Shri Subbarao stated in his deposition that all the activities of the employer were closed from 1-3-1992. However, in his cross examination he stated that he is not aware whether the employer is functioning as on today. Thereafter when suggestion was put to him that his statement that the employer company was not functioning is false he added and stated that the employer's division at Cortalim was closed. There is nothing on record as to which division the employer had at Cortalim. However, as per employer's witness Shri Subbarao's own statement establishment of the employer is not closed. The circular dated 11th November, 1991 Exb. E-8 issued by the employer introducing voluntary retirement scheme also does not prove that the employer's establishment was closed from 1-3-92. The said circular states that the voluntary retirement scheme is introduced in order to overcome surplus employment and to increase efficiency and economy of the personnel. This itself shows that the employer had no intention to close the establishment; but to continue with the same with less work force. In the circumstances I hold that the employer has failed to prove that its establishment is closed from 1-3-92 or from any other date. This being the case the workman will be entitled to reinstatement in service.

16. By amending the pleadings the employer took the defence that after termination of service the workman

was employed with M/s. Grewal Engineer Services at Vasco da Gama till 26-1-2000. Accordingly issue No. 3A was framed and the burden was cast on the employer to prove this issue. The employer examined Shri Reginald Soares, the Asst. Labour Commissioner in support of their above contention. Shri Soares produced at Exb. E-9 the file No. IRM/SON/(41)/2000 which is a conciliation file concerning the dispute raised by Mr. Robert Falcao against the Management of M/s. Grewal Engineering Services. He admitted that he has signed the minutes of the meeting dated 2-6-2000 and stated that besides him the said minutes are signed by the Labour Commissioner, the workman and Mr. P. J. Kamat. Mr. Soares has not been cross examined on behalf of the workman. I have gone through the conciliation file Exb. E-9. The minutes of the meeting dated 2-6-2000 are signed by the workman. In the said minutes it is recorded that the workman had stated that he was employed by M/s. Grewal Engineering Services as Asst. Manager and that his services have been illegally terminated with effect from 6-8-99 and his dues also have not been paid. In the conciliation file Exb. E-9 there is a letter dated 4th March, 2000 written by the workman to the Proprietor of Grewal Engineering Services. There is a statement annexed to the said letter showing the dues payable to the workman. This statement is prepared by the workman. As per this statement the workman was employed from 16-11-95 on salary of Rs. 4912/- per month. M/s. Grewal Engineering Services had filed reply in the said conciliation proceedings. In the said reply the said company stated that the services of the workman were terminated from 26-2-2000. In the letter dated 4th March, 2000, the workman has admitted the receipt of the termination letter from the said company but stated that the termination is illegal. However the fact remains that the workman was in employment from 16-11-95 to 26-2-2000 after termination of his service. The workman has produced his pay slip for the month of November, 1991 Exb. E-3. As per this pay slip the gross salary of the workman was Rs. 1244.40 p. which means that the workman was earning more wages during his employment with M/s. Grewal Engineering Services than what he was earning when was working with the employer and hold that the workman has succeeded in proving that the workman was in gainful employment after termination of his service. I therefore answer the issue No. 3A in the affirmative. However this period of employment is from 16-11-95 to 26-2-2000 and since during this period of gainful employment the workman was earning more wages than what he was earning while in employment with the employer, the workman shall not be entitled to any wages for the period 16-11-95 to 26-2-2000.

17. In the light of what is discussed above, I hold that the workman is entitled to reinstatement in services with full back wages and consequential benefits except for the period 16-11-95 to 26-2-2000 as during this period, he was in gainful employment.

In the circumstances I pass the following order.

Order

It is hereby held that the action of the management of M/s. Salgaonkar Mining Industries Ltd., Vasco, in terminating the services of the workman Shri Robert D. R. Falcao with effect from 11-2-1992 is illegal and unjustified. Shri Robert D. R. Falcao is ordered to be reinstatement in service with full back wages and consequential benefits except for the period 16-11-95 to 26-2-2000.

No order as to cost. Inform the Government accordingly.

Sd/-
(Ajit J. Agni),
Presiding Officer,
Industrial Tribunal.

Department of Personnel**Order**

No. 15/1/99-PER-Part

Shri Devidas S. Gaonkar, Block Development Officer, Sanguem, shall hold the charge of the post of Block Development Officer, Canacona, in addition to his own duties, with immediate effect, and until further orders, thereby relieving Kum. Nital B. Naik, Mamlatdar, Canacona, of the additional charge.

By order and in the name of the Governor of Goa.
Vikas Mardolkar, Under Secretary (Personnel).

Panaji, 14th November, 2003.

Order

No. 7/2/99-PER(Part.II)

In pursuance of Government of India, Ministry of Home Affairs, New Delhi order No. 14020/18/2003-UTS.I dated 11-11-2003 the Government of Goa is pleased to relieve Smt. Rina Ray, IAS (AGMU: 84), Commissioner & Secretary (Finance), Secretariat, Panaji from this Administration with effect from 1-12-2003 (F.N.) to join her new posting under Government of NCT of Delhi.

By order and in the name of the Governor of Goa.
S. V. Naik, Joint Secretary (Personnel).
Panaji, 28th November, 2003.

Order

No. 5/1/2003-PER

Read: Govt. Order No. 5/3/90-PER dated 30-04-2003.

The ad hoc appointments of the following Senior Scale Officers of Goa Civil Service made vide Government order cited above, have been extended for the period indicated

against their names or till the appointments are made on regular basis whichever is earlier:-

- | | |
|----------------------------|------------------------------|
| 1. Shri G. P. Naik | ... 01-10-2003 to 31-03-2004 |
| 2. Shri Vasant P. Bodnekar | ... 01-10-2003 to 31-03-2004 |
| 3. Shri J. B. Bhingui | ... 01-10-2003 to 31-03-2004 |
| 4. Shri G. H. Kenaudekar | ... 01-10-2003 to 31-03-2004 |
| 5. Shri Y. S. Pai Bir | ... 01-10-2003 to 31-03-2004 |
| 6. Shri Swapnil M. Naik | ... 01-11-2003 to 30-04-2004 |
| 7. Shri Elvis Gomes | ... 01-11-2003 to 30-04-2004 |
| 8. Shri Sandip Jacques | ... 01-11-2003 to 30-04-2004 |
| 9. Shri Menino D'Souza | ... 01-11-2003 to 30-04-2004 |
| 10. Shri Arun Desai | ... 01-11-2003 to 30-04-2004 |

This is issued with the approval of Goa Public Service Commission vide its letter No. COM/II/11/42(1)/94 dated 27-11-2003.

By order and in the name of the Governor of Goa.

Vikas Mardolkar, Under Secretary (Personnel).

Panaji, 11th December, 2003.

Order

No. 6/1/2002-PER

Shri T. S. Sawant, Special Land Acquisition Officer, Public Works Department, shall hold the charge of the post of Special Land Acquisition Officer, Tillari Irrigation Development Corporation in addition to his own duties, with immediate effect and until further orders.

By order and in the name of the Governor of Goa.
S. V. Naik, Joint Secretary (Personnel).

Panaji, 16th December, 2003.

Order

No. 22/24/2002-PER

Read: Order No. 22/24/2002-PER dated 3-3-2003.

The ad hoc promotion of Shri Rohidas K. Patre to Junior Scale of Goa Police Service made vide Government order No. 22/24/2002-PER dated 5-9-2002 is extended for a further period of six months i.e. from 5-9-2003 to 4-2-2004 or till the appointment is made on regular basis whichever is earlier.

This issues with the approval of Goa Public Service Commission vide their letter No. COM/II/11/37(1)/94 dated 2-12-2003.

By order and in the name of the Governor of Goa.
S. V. Naik, Joint Secretary (Personnel).

Panaji, 16th December, 2003.

Order

No. 7/1/2003-PER

Government is pleased to post Shri Dilip Deshpande, IIS, Group 'A' as Director of Information and Publicity, Panaji, with immediate effect.

Shri Deshpande shall be on deputation for a period of two years and shall be governed by the standard terms of deputation as contained in this Department's O. M. No. 13/4/74-PER dated 12-2-1999 and as amended.

Shri Deshpande shall draw his pay and allowances in the pay scale of Rs. 10,000-15,200 against the post of Director of Information and Publicity.

Consequently, Shri K.V. Prabhugaonkar, Special Secretary (Information) shall draw his pay and allowances in his own pay scale against the post of Principal Director (Information, Publicity & Films).

By order and in the name of the Governor of Goa.

S. V. Naik, Joint Secretary (Personnel).

Panaji, 18th December, 2003.

Order

No. 22/24/2002-PER

The Governor of Goa is pleased to promote on ad hoc basis, the following officers in Junior Scale of Goa Police service to Senior Scale of the same Service in the pay scale of Rs. 10000-325-15200 with immediate effect.

1. Shri A. V. Deshpande,
S. D. P. O., Quepem.
2. Shri Arvind K. Gawas,
Dy. S. P. (Traffic).
3. Shri Bosco B. F. George,
Dy. S. P. (ACB).
4. Shri Shekhar M. Prabhudessai,
Dy. S. P. Foreigner Branch.
5. Shri Vishram U. Borkar,
S. D. P. O., Vasco.
6. Shri D. K. Sawant,
Dy. S. P. (GRP), 'A' Coy.
7. Shri Finton I. D'Souza,
Dy. S. P. (Economic Cell).

The above appointments shall be for a period of one year in the first instance.

The above ad hoc appointments shall not bestow the promoted Officers any claim for regular appointment and the service rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

By order and in the name of the Governor of Goa.

S. V. Naik, Joint Secretary (Personnel).

Panaji, 29th December, 2003.

Order

No. 22/24/2002-PER(Part)

The Governor of Goa is pleased to promote on ad hoc basis, the following Police Inspectors to Junior Scale of Goa Police Service.

1. Shri Nandkishor C. Raikar.
2. Shri Guruprasad B. P. Mhapne.
3. Shri Lavu S. Mamledar.
4. Shri Mohan S. Naik.
5. Shri Chandrakant S. Salgaonkar.
6. Shri Anand B. Virnodkar.

The above appointments shall be for a period of one year in the first instance.

The above ad hoc appointments shall not bestow the promoted Officers any claim for regular appointment and the service rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

By order and in the name of the Governor of Goa.

S. V. Naik, Joint Secretary (Personnel).

Panaji, 30th December, 2003.

Order

No. 5/23/77-PER

The Governor of Goa is pleased to promote Shri Nirmal Braganza, Superintending Engineer, Electricity Department on ad hoc basis to the post of Chief Electrical Engineer in the pay scale of Rs. 14300-400-18300, Group 'A', Gazetted with effect from 02-01-2004 (Afternoon).

The above ad hoc appointment will not bestow the promoted Officer any claim for regular promotion and the service rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

By order and in the name of the Governor of Goa.

S. V. Naik, Joint Secretary (Personnel).

Panaji, 31st December, 2003.

Order

No. 2/1/79-PER(Part-IV)

Read: Order No. 2/1/79-PER(Part-IV) dated 6-11-2003.

In pursuance of Order of even number dated 6-11-2003, referred to above, Shri K. P. Kelekar, Principal, Government Polytechnic, Panaji is relieved from today afternoon with directions to report to the Principal, Goa College of Engineering, Farmagudi.

Shri Luis Fernandes, Head of Department (T&P), Government Polytechnic, Panaji, shall hold the charge of the post of Principal, Government Polytechnic, Panaji, on

officiating basis, in addition to his own duties, until further orders.

By order and in the name of the Governor of Goa.

S. V. Naik, Joint Secretary (Personnel).

Panaji, 31st December, 2003.

Order

No. 6/4/91-PER(Part I)

Read: 1. Govt. Order No. 6/4/91-PER(Part I) dated 14-08-2002.

2. Govt. Order No. 6/4/91-PER(Part I)-A dated 14-08-2002.

Whereas on the recommendation of the Selection Committee, as conveyed by Goa Public Service Commission vide their letter No. COM/II/42(1)96-2002 Vol. II dated 5-8-2002, six officers holding posts included in Schedule II of Goa Civil Service Rules, 1997 were promoted and appointed to Junior Scale of Goa Civil Service on regular basis and two officers holding posts included in Schedule II of Goa Civil Service Rules, 1997 were promoted and appointed to Junior Scale of Goa Civil Service on officiating capacity vide Orders referred to at (1) and (2) above;

And whereas the recommendations in respect of Shri T. S. Sawant in the above Departmental Promotion Committee were kept in sealed cover because of the disciplinary proceedings pending against him;

And whereas Shri Sawant has been exonerated from the articles of charge framed against him by the Government vide Order No. 5/30/99-VIG dated 26-6-2003 of the Directorate of Vigilance.

Now therefore on opening of the recommendations of the D. P. C. contained in the sealed cover in respect of Shri T. S. Sawant, Junior Scale Officer of Goa Civil Service (ad hoc), the Governor of Goa is pleased to promote Shri T. S. Sawant under Rule 30 of Goa Civil Service Rules, 1997 as amended from time to time, to the Junior Scale of the said Service (Group 'A' Gazetted) in the pay scale of Rs. 8000-275-13500 on regular basis with effect from 14-08-2002.

Shri Sawant is placed at Sr. No. 1 and Shri Vallabh K. Kamat who was promoted on officiating basis is placed at Sr. No. 8 in the order dated 14-08-2002 as per the merit of D. P. C. thereby reverting Shri B. T. Mahale. Shri Mahale, however, shall continue to be Junior Scale Officer of Goa Civil Service on ad hoc basis.

By order and in the name of the Governor of Goa.

S. V. Naik, Joint Secretary (Personnel).

Panaji, 1st January, 2004.

Order

No. 13/26/2003-PER

Read: Order No. 13/26/2003-PER dated 25-8-2003.

The extension in service beyond superannuation granted to Shri G. P. Chimulkar, Special Secretary

(Finance) for a period of one year upto 6-8-2004 may be treated as extension for a period upto 31-1-2004.

By order and in the name of the Governor of Goa.

D. S. Chavan, Under Secretary (Personnel).

Panaji, 5th January, 2004.

Department of Power

Office of the Chief Electrical Engineer

Order

No. CEE/Estt. 31-25-88/GPSC/3728

The Government is pleased to promote on ad hoc basis, the following Assistant Engineers (Elect.) of Electricity Department to the post of Executive Engineer (Elect.), Group 'A' Gazetted in the pay scale of Rs. 10000-325-15200 with immediate effect for an initial period of six months or till the said posts are filled on regular basis, whichever is earlier.

1. Shri Sebastiao P. A. Pais.
2. Shri John V. Alvares.
3. Shri A. R. Marathe.

On promotion they are posted as under:-

Sl. No.	Name of the Officer	Present place of working	Place of posting
1	2	3	4
1.	Shri Sebastiao P. A. Pais	Assistant Engineer, Elect. Div. XIII, Kadamba Plateau, Temporarily working in Elect. Div. VIII, Margao.	Executive Engineer, Elect. Div. XIV, Verna Plateau vice Shri M. M. Dessai transferred.
2.	Shri John V. Alvares	Assistant Engineer, Sub-Div. III (Sub-Stores), Tivim under Elect. Div. II, Margao.	Executive Engineer, Elect. Div. IX, Tivim vice Shri B. D. Kulkarni transferred.
3.	Shri A. R. Marathe	Assistant Engineer, Elect. Div. III, Ponda.	Executive Engineer, Elect. Div. III, Ponda vice Shri Sivrao Chivukula transferred.

The above ad hoc appointment will not bestow the promoted officers any claim for regular appointment and the services rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

The concerned Executive Engineers should relieve the above promotees immediately.

They should report to their new place of posting immediately.

By order and in the name of the Governor of Goa.

T. H. Rao, Chief Electrical Engineer & Ex-officio Addl. Secretary.

Panaji, 22nd December, 2003.

Order

No. CEE/Estt-1-11-81/Trans-EE/3729

The following Executive Engineers (Elect.) in the Electricity Department are hereby transferred with immediate effect.

Sr. No.	Name of the Executive Engineer	Present place of working	Place of posting on transfer
1	2	3	4
1.	Shri M. M. Dessai	Executive Engineer, Elect. Div. XIV, Verna Plateau	Executive Engineer, Elect. Div. XI, Vasco against vacant post.
2.	Shri B. D. Kulkarni	Executive Engineer, Elect. Div. IX, Tivim	Executive Engineer, Elect. Div. VI, Mapusa against vacant post.
3.	Shri Sivrao Chivukula	Executive Engineer, Elect. Div. III, Ponda	Executive Engineer, Elect. Div. XIII, Kadamba Plateau against vacant post.

The above transfers are made in public interest.

By order and in the name of the Governor of Goa.

T. H. Rao, Chief Electrical Engineer & Ex-officio Addl. Secretary.

Panaji, 22nd December, 2003.

Order

No. CEE/Estt-31-25-88/GPSC/4064

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide their letter No. COM/II/11/16(1)/90 dated 30-12-2003, the Government of Goa is pleased to promote Shri S. T. Bhangui, Executive Engineer (Elect.) to the post of Superintending Engineer (Elect.) on regular basis, Group 'A' Gazetted in the pay scale of Rs. 12000-375-16500, with immediate effect and posted at the place where he is presently working as indicated vide Order No. CEE/Estt-31-25-88/GPSC/1264 dated 30-6-2003.

He shall be on probation for a period of 2 years.

He should exercise an option for fixation of pay under FR(I)(a)(i) within one month from the date of promotion.

By order and in the name of the Governor of Goa.

Nirmal Braganza, Chief Electrical Engineer & Ex-officio Addl. Secretary.

Panaji, 20th January, 2004.

Department of Public Health

Order

No. 25/8/2002-I/PHD

Government is pleased to recognise the below mentioned Institute/Centre for the purpose of Medical Reimbursement of Government Employees, Freedom Fighters, M.L.As etc under Central Services (Medical Attendance) Rules, 1944 for the facilities (as shown in the Annexure) for which treatment is not available in Goa Medical College, Bambolim or any hospital under Directorate of Health Services:

"The Gomantak Ayurvedic Mahavidyalaya and Research Centre, Shiroda-Goa."

Government is also pleased to declare the Medical Superintendent, Goa Medical College, Bambolim as the Countersigning Authority for the above purpose, on the recommendation of Ayurvedic and Homeopathic Physicians of the Directorate of Health Services.

By order and in the name of the Governor of Goa.

S. G. Korgaokar, Under Secretary (Health).

Panaji, 2nd December, 2003.

ANNEXURE

Sr. No.	Name of the facility/treatment
1	2
1.	<u>Snehana</u>
	a) Abhyanga (Sarvanga Snehana)
	b) Sthanik Abhyanga (Snehana)
	c) Sarvanga Snehana (Mardan)
2.	<u>Svedana</u>
	a) Sarvanga Svedana
	b) Sthanika Svedana (Nadi Sveda)
	Parisheka <u>Sthanika</u>
	<u>Sarvdehika</u>
	a) Pizinchil
	b) Upanaha
	c) Avagaha
	d) Ruksha Sveda
	e) Pottali Sveda
	f) Patra Pinda Sveda
	g) Shashti Shali Pinda Sveda
	h) Valuka Sveda
	i) Annalepana (with Snehana)
3.	<u>Dhara</u>
	a) Taila
	b) Takra
	c) Others
4.	<u>Vamana</u>
	a) Vamana
	b) Laghu Vamana
	c) Sadyo Vamana
5.	<u>Virechana</u>
	a) Virechana

1	2
6.	<u>Nasya</u>
a) Shodhana	
b) Shamana	
c) Tarpana	
d) Other	
7.	<u>Basti</u>
a) Niruha	
b) Anuvasana	
c) Matra	
d) Vaitarana	
e) Vrushya	
f) Uttara	
8.	<u>Siddha Basti</u>
a) Kshira	
b) Tarpana (by regular method)	
c) Tarpana (by drip method)	
d) Brunhana (by regular method)	
e) Brunhana (by drip method)	
f) Tikta Kshira	
g) Piccha	
h) Madhu Tailika	
i) Yuktaratha	
j) Lekhana	
k) Rakta	
l) Rasayana/Vajikarana	
m) Balavarnakrut (by regular method)	
n) Balavarnakrut (by drip method)	
9.	<u>Rakta Mokshana</u>
a) Siravedha-by scalp vein	
b) Jalaukavacharana-Dressing (for each subsequent Jaluika)	
10.	<u>Allied Procedures</u>
a) Uro/Sthanik Pichu	
b) Shiroa Pichu	
c) Yoni Pichu	
d) Shiro Basti	
e) Kati Basti	
f) Prushtha/Prusthavansha/Parshwa Basti	
g) Hrud Basti	
h) Sthanik Basti (Uro Basti)	
i) Karnapurana	
j) Netra Tarpana	
k) Yoni Dhawan	
l) Patta Bandhana	
m) Kaval Dharana	
n) Lepa	
o) Udvardana	
p) Gandusha	
q) Kesha Prakshalana	
r) Dhoomrpana	
s) Gudavarti/Phalvarti	

Order

No. 32/9/2001-I/PHD/7

Ex-post facto sanction of the Government is hereby conveyed for engagement of the three Drivers on daily

wages at Community Health Centres, Curchorem and Canacona and payment of their daily wages amounting to total of Rs. 38,624/- for the periods mentioned below:-

1. A driver was engaged on daily wages at Community Health Centre, Curchorem for a period of 74 days from 1-3-2001 to 19-5-2001 @ Rs. 71/- per day amounting Rs. 5,254/-
2. Two drivers engaged on daily wages at Community Health Centre, Canacona, one for a period of 164 days from 1-4-2001 to 11-9-2001 and the other for a period of 306 days from 1-4-2001 to 31-1-2002 @ Rs. 71/- per day amounting Rs. 11,644/- and Rs. 21,726/- respectively.

The General Administration Department, Secretariat vide No. 17/23/2002-GAD-Cab (XXXIV) dated 18-12-2003 has conveyed the approval of the Council of Ministers in its meeting held on 15-12-2003.

The expenditure on this accounts is debited to the Head of Account from which Pay & Allowances are drawn by the respective Community Health Centres.

By order and in the name of the Governor of Goa.

S. G. Korgaokar, Under Secretary (Health).

Panaji, 1st January, 2004.

Order

No. 4-26-2002-II/PHD

Read:- 1) Memorandum No. 4-26-2002-II/PHD dated 17-9-2003.

2) Government Order No. 4-26-2002-II/PHD dated 23-10-2003.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/30(5)/89-2000/Vol. I dated 20-8-2003, Government is pleased to appoint Dr. Dias Dwen Joseph Victor to the post of Assistant Lecturer in Pathology in Goa Medical College on temporary basis on an initial basic pay of Rs. 8,000/- in the pay scale of Rs. 8,000-275-13,500+NPA with effect from 29-10-2003 (F.N.) and as per the terms and conditions contained in the Memorandum dated 17-9-2003 mentioned above and his pay shall be fixed as per rules.

Dr. Dias Dwen Joseph Victor shall be on probation for a period of two years.

The character and antecedents of Dr. Dias Dwen Joseph Victor have been verified by the District Magistrate, North Goa District, Panaji. He has also been declared medically fit by the Medical Board.

This supersedes the Government Order No. 4-26-2002-II/PHD dated 23-10-2003.

By order and in the name of the Governor of Goa.

S. G. Korgaokar, Under Secretary (Health).

Panaji, 5th January, 2004.

Order

No. 6/10/2002-III/PHD

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/35(3)/2003 dated 18th December, 2003, the Government is pleased to promote Dr. (Mrs) Mita Muzumdar, Psychologist to the post of Clinical Psychologist in the Institute of Psychiatry and Human Behaviour, on regular basis, with immediate effect, in the pay scale of Rs. 10,000-325-15,200 and other allowances as admissible. Her pay shall be fixed as per rules.

Dr. (Mrs.) Mita Muzumdar shall be on probation for a period of 2 years.

The promotion is made against one of the post created vide Government Order No. 6/8/2002-III/PHD dated 20-8-2002.

By order and in the name of the Governor of Goa.

U. D. Kamat, Special Secretary (Health).

Panaji, 6th January, 2004.

Order

No. 4-10-2002-II/PHD

On the recommendation of the Goa Public Service Commission communicated vide their letter No. COM/II/11/30(1)/2002 dated 23rd December, 2003, Government is pleased to promote Dr. Shivanand Bandekar, Assistant Professor in Orthopaedic Surgery to the post of Professor in Orthopaedic Surgery in Goa Medical College, Bambolim in the pay scale of Rs. 14,300-400-18,300+NPA, on regular basis, with immediate effect.

Dr. Shivanand Bandekar shall be on probation for a period of two years.

On promotion the pay of Dr. Shivanand Bandekar shall be fixed as per rules.

By order and in the name of the Governor of Goa.

S. G. Korgaokar, Under Secretary (Health).

Panaji, 6th January, 2004.

Order

No. 4-12-2003-II/PHD

Read:- Order No. 4/12/2003-II/PHD(Part file) dated 20-6-2003.

Sanction of the Government is hereby conveyed for extension of ad hoc promotion of Dr. Madhu Ghodkirekar, Assistant Lecturer in Forensic Medicine in Goa Medical College to the post of Lecturer in Forensic Medicine in the pay scale of Rs. 10,000-325-15,200+NPA and other allowances admissible as per the rules for a further period of 6 months w.e.f. 20-12-2003 or till the post is filled on regular basis, whichever is earlier.

The above ad hoc appointment will not bestow on him any claim for regular appointment and the service rendered by him on ad hoc basis will not count for the purpose of seniority in the grade for eligibility for promotion to the next higher grade.

By order and in the name of the Governor of Goa.

S. G. Korgaokar, Under Secretary (Health).

Panaji, 7th January, 2004.

Order

No. 8-9-95-I/PHD

Read:- Order No. 8-9-95-I/PHD dated 22-12-2003.

On the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/12/24(1)/03 dated 10-12-2003, Government is pleased to confirm Dr. Avinash J. Pujari against the post of Medico Legal Officer (Group 'A' Gazetted, Pay Scale: Rs. 10,000-325-15,200) in Directorate of Health Services, Panaji, with immediate effect.

This is issued in supersession of earlier order of even number dated 22-12-2003.

By order and in the name of the Governor of Goa.

S. G. Korgaokar, Under Secretary (Health).

Panaji, 8th January, 2004.

Order

No. 2/44/98-II/PHD/354

Dr. Gokuldas H. Gaude, Assistant Lecturer in P. S. M. in Goa Medical College is hereby granted 2 years Extra Ordinary Leave w.e.f. 1-3-2004 to 28-2-2006 in terms of Government Notification No. 2/5/95-PER dated 2-1-2003 to work for private firms as an Occupational Health Physician in the State of Goa.

By order and in the name of the Governor of Goa.

S. G. Korgaokar, Under Secretary (Health).

Panaji, 12th January, 2004.

Order

No. 7/1/2003-I/PHD

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/56(1)/03 dated 30-12-2003, the Government is pleased to promote Shri Kishor G. K. Aldonkar, Food Inspector to the post of Assistant Local (Health) Authority in the Directorate of Food & Drugs Administration (Group 'B' Non-Gazetted, Pay Scale Rs. 5500-9000) and other allowances as admissible, on regular basis with immediate effect. His pay shall be fixed as per rules.

Shri Kishor G. K. Aldonkar shall be on probation upto 31st January, 2005, during which the Director of Food &

Drugs Administration shall maintain his Annual Assessment Report for submission to the Commission for considering him for satisfactory completion of his probation period.

The above promotion is made against the vacant post of Assistant Local (Health) Authority in the Directorate of Food & Drugs Administration revived vide Government Order No. 13/2/2001-I/PHD (Pt. File) dated 5-6-2003.

By order and in the name of the Governor of Goa.

U. D. Kamat, Special Secretary (Health).

Panaji, 14th January, 2004.

Order

No. 13/25/2002-I/PHD

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/II/11/56(6)/91 dated 1-1-2004, the Government is pleased to promote the following two officers holding the posts of Assistant Chemist in the Directorate of Food & Drugs Administration to the posts of Chemist (Group 'B' Non-Gazetted) Pay Scale Rs. 5500-9000 and other allowances as admissible, on regular basis with immediate effect:

- 1) Shri Chandrakant Kambli.
- 2) Smt. Effie Monteiro.

Their pay shall be fixed as per rules.

They shall be on probation for a period of two years, during which the Director of Food & Drugs Administration shall maintain their Annual Assessment Reports for submission to the Commission for considering them for satisfactory completion of their probation periods.

By order and in the name of the Governor of Goa.

S. G. Korgaokar, Under Secretary (Health).

Panaji, 15th January, 2004.

Order

No. 2/37/2003-II/PHD

Read:- Memorandum No. 4-17-2002-II/PHD dated 2-12-2003.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/30(1)/91 dated 19-11-2003, the Government is pleased to appoint Dr. Vaz Frederick to the post of Assistant Lecturer in P. S. M. in Goa Medical College on temporary basis on an initial basic pay of Rs. 8,000/- in the pay scale of Rs. 8,000-275-13,500+NPA with immediate effect as per the terms and conditions contained in the memorandum cited above.

Dr. Vaz Frederick shall be on probation for a period of two years.

The above appointment is made pending verification of his character and antecedents. In the event of any adverse matter noticed by the Government on verification of character and antecedents, his service will be terminated.

He has been medically examined and declared fit by the Medical Board.

By order and in the name of the Governor of Goa.

S. G. Korgaokar, Under Secretary (Health).

Panaji, 15th January, 2004.

Corrigendum

No. 22/5/98-I/PHD

Read:- Order No. 22/5/98-I/PHD dated 19-11-2003.

In the Government order cited above, the name of Medical Officer indicated at Sr. No. 10 may be read as "Dr. Rupchandra P. Gawade" instead of "Dr. Rupchand P. Gawade".

By order and in the name of the Governor of Goa.

S. G. Korgaokar, Under Secretary (Health).

Panaji, 16th January, 2004.

Department of Rural Development

Order-42

No. DRDA-N/6-31(EET-S)/03-04/PMGSY/4095

Government is pleased to appoint Shri A. S. Salelkar, Superintending Engineer, Water Resources Department, to accord Technical Sanction for works other than Pradhan Mantri Gram Sadak Yojana Works, whose estimated cost is more than Rs. 10.00 lakhs.

By order and in the name of the Governor of Goa.

N. D. Agrawal, Joint Secretary (R.D.).

Panaji, 8th January, 2004.

Department of Sports

Directorate of Sports

Order

No. 8/9/92/DS/2004/2577

Read: i). Govt. Order No. 8/1/2000/Ad hoc-Prom/DSYA/3724 dated 28-2-2002.

ii). Corrigendum No. 8/1/2000/Ad hoc-Prom/DS/477, dt. 21-5-2002.

iii). Govt. Order No. 8/9/92/DS/1034, dt. 23-7-2003.

On the recommendation of the Goa Public Service Commission, sanction of the Government is hereby conveyed for extending the ad hoc appointment of

Shri N. G. Akhargekar, Deputy Director (Sports) in the Directorate of Sports for a further period from 1-9-2003 to 29-2-2004.

By order and in the name of the Governor of Goa.

V. M. Prabhu Desai, Director of Sports/Joint Secretary (Ex-officio).

Panaji, 9th January, 2004.

Department of Transport

Directorate of Transport

Order

No. D.Tpt/EST/285-II(PF)/2004/94

Ref:- This office Order No. D.Tpt/EST/285-II/2002/2016 dated 31-12-2002.

The Government is pleased to extend the ad hoc promotion of Shri Laxmikant S. Kundaikar as Assistant Director of Transport for further period of one year w.e.f. 01-07-2003.

By order and in the name of the Governor of Goa.

Daulat Hawaldar, Director of Transport & Ex-officio Joint Secretary (Tpt).

Panaji, 9th January, 2004.

Notification

No. 5/9/90-Tpt/2004/177

In exercise of the powers conferred by Clause (xii) of sub-rule (1) of Rule 22 of the Goa, Daman and Diu Motor Vehicle Tax Rules, 1974, the Government of Goa hereby exempts Motor Vehicle (Ambulance Van) bearing registration No. GA-02/T 4617 owned by the Margao Ambulance Trust, Margao, Goa from payment of tax due to this State, being used for charitable & welfare purposes.

By order and in the name of the Governor of Goa.

Daulat A. Hawaldar, Director of Transport & Ex-officio Joint Secretary (Tpt).

Panaji, 20th January, 2004.

Notification

No. 5/9/90-Tpt/2004/178

In exercise of the powers conferred by Clause (xii) of sub-rule (1) of Rule 22 of the Goa, Daman and Diu Motor Vehicle Tax Rules, 1974, the Government of Goa hereby exempts Motor Vehicle bearing registration No. GA-01/S 2618 owned by the Director, Fr. Agnel

Niketan (Boys Home), Pilar, Goa from payment of tax due to this State, being used for Educational and Charitable purposes.

By order and in the name of the Governor of Goa.

Daulat Hawaldar, Director of Transport & Ex-officio Joint Secretary (Tpt).

Panaji, 20th January, 2004.

Notification

No. 5/9/90-Tpt/2004/179

In exercise of the powers conferred by Clause (xii) of sub-rule (1) of Rule 22 of the Goa, Daman and Diu Motor Vehicle Tax Rules, 1974, the Government of Goa hereby exempts Motor Vehicle bearing registration No. GA-02/A 3724 owned by the Dr. Roque Ferreira's Memorial Hospital, Verna, Salcete, Goa from payment of tax due to this State, being used for a charitable purpose.

By order and in the name of the Governor of Goa.

Daulat Hawaldar, Director of Transport & Ex-officio Joint Secretary (Tpt).

Panaji, 20th January, 2004.

Department of Water Resources

Office of the Chief Engineer

Order

No. 3/25-4/87-WRD/925

Read:- 1) Govt. Order No. 3/25-4/87-Irrg(Part file) dt. 19-10-1992.

2) Govt. Order No. 3/25-4/87-WRD/1171 dt. 22-01-2003.

Government is pleased to continue the ad hoc promotion of S/Shri Mohan A. Kamble & Ashok G. Nooli, Assistant Engineers in Water Resources Department, ordered and continued vide Govt. orders referred to above for further period beyond 31-3-2003 i.e. upto 12-8-2003 on the same terms and conditions as stipulated in the aforesaid orders.

This has approval of the Cabinet held on 15-12-2003 and same conveyed by the Secretary (GA) vide No. 17/23/2002-GAD-Cab(XXXIV) dated 18-12-2003.

By order and in the name of the Governor of Goa.

S. D. Sayanak, Chief Engineer (WR) & Ex-officio Addl. Secretary.

Panaji, 5th January, 2004.